

LEGAL PROTECTION FOR CONSUMERS IN PURCHASING HOMES FROM DEFAULT ACTIONS OF THE DEVELOPER	
Volume: 3 Number: 1 Page: xxx - xxx	Dian HADIATI¹, Sihabudin², Hanif NURWIDHIYANTI³ ^{1,2,3} Fakultas Hukum Universitas Brawijaya, Indonesia Corresponding author: Dian Hadiati E-mail: dhadiati01@gmail.com, sihab@ub.ac.id, hanif.nur@ub.ac.id
Article History: Received: 2021-10-25 Revised: 2021-11-15 Accepted: 2021-11-18	Abstract: Hundreds of victims of the alleged Quranic Residence housing fraud, in Kemang, Bogor Regency, demanded their money be returned immediately. The losses suffered by the victims reached 12 billion. The claim was submitted after they felt cheated by PT Alfatih Bangun Indonesia, as a housing developer under the guise of sharia. PT Alfatih Bangun Indonesia has defaulted on consumers and shirked its responsibilities. Until now, the house promised by the developer has not been built and is still in the form of vacant land. Following the legislation on consumer protection, PT Alfatih Bangun, Indonesia as a developer, must compensate and even get criminal for his treatment. This writing aims to find out and analyze the legal protection of consumers for wanprestasi carried out by developers.
	Keywords: Developer; Legal Protection; Default; Buying and Selling Agreement
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INTRODUCTION

The residential property industry is growing rapidly. It is due to the increasing human need for housing. The house is one of the basic (primary) human needs that should not be forgotten after food and clothing needs. It means that every human being definitely needs a place to live, in this case, called a house. In the current era, the house has undergone a transition, not only as a basic need but has now become a necessity that provides protection, but housing has become a lifestyle and provides comfort and shows character or nature. Those who do not have a home will not be able to get a normal life, just like the homeless. Therefore, the house as a place to live has a very important and strategic role in shaping the character and personality of the nation as one of the efforts to prosper Indonesian people as a whole. In Indonesia, the need for housing has increased rapidly, especially in urban communities because the population is very large.

The mechanism in the process of a person or several people (consumers) to get the land and the building of the house. Basically or the outline of the developer conducts research or surveys to find and find a land area that is large enough and suitable to be used as a residential area. So after being deemed worthy of the land, then approach the community holding land rights to voluntarily release or relinquish their land rights by providing compensation from the developer then with the agreement of the holder of the land rights, the developer will use as evidence to apply to the local land office CQ government and/or the competent authority to obtain a principle permit.

When consumers want to own a house, consumers can easily own a house provided by a developer, whether the house is finished, under construction or still in the planning stage, which is often called housing implementation with an indenting system. This housing business has become very profitable for business actors and consumers. Given that housing consumers come from various types of different financial backgrounds, for consumers with limited finances, buying a house with an installment payment scheme is certainly very helpful rather than having to buy a

finished house with a full payment. Based on the Law of the Republic of Indonesia Number 20 of 2011 concerning Flats Article 1 number 15, a Developer is any person and/or government that undertakes housing and settlement development. Article 5 paragraph (1) Permendagri No. 5 of 1974 concerning Provisions Regarding the Provision and Granting of Land for Company Purposes which states that a housing development company is a company that has a business in the field of housing construction of various types in large numbers on a land area which is a unitary residential environment equipped with infrastructure and social facilities needed by the resident community.

Problems that often arise in meeting the need for housing/complexes are aspects regarding consumers where consumers are in a disadvantaged position. Based on consumer complaints at BPKN, consumer complaints against the housing sector have continued to increase starting from 2016 as much as 11%, in 2017 as much as 8%, in 2018 as much as 42.86%. The majority of housing problems occur in three stages, namely: Pre-transaction (license, land status, advertisement, method of selling, standard clause), Transaction (standard clause in PPJB, minutes of handover, AJB, review/separation, certificate of ownership), and Post-agreement transactions (problems that arise are consumer/buyer complaints and consumer dispute resolution efforts). One of the cases of buying and selling houses by developers that resulted in buyers experiencing losses occurred to consumers of the Quranic Residence housing in Kemang, Bogor Regency, where the developer of the Quranic Residence housing, namely PT Alfatih Bangun Indonesia, did not fulfill its obligations in building the house dreamed of by consumers, even though the consumers had paid nearly 12 billion to the developer. This case involved one hundred and twenty-five victims who suffered losses and were only given false promises when asked about the continuation of the construction of their houses. As a result, consumers have run out of patience, so they report the developer to the local police.

The consumers of PT Alfatih Bangun Indonesia who are disadvantaged due to the poor commitment of the developer, and they often break the promotional promises advertised when offering the product. Prospective home buyers have paid in cash or credit following the buyer's and the buyer's agreement. Developers, but the commitments for the construction of residential buildings were not fulfilled. In other words, the obligations of consumers have been carried out, but the rights of consumers have not been fully fulfilled. In addition to the problem of the agreement that was agreed upon, which was packaged attractively to consumers for the housing being marketed, in reality, it was not following what was given by the consumer, problems that often arise include building public facilities, which the developer often ignores. It is not uncommon for the consumer to be harmed in the sale and purchase agreement between the consumer and the developer because the developer does not fulfill the marketing problem that promises public facilities. If this continues to be ignored by consumers, it will cause losses for consumers. Therefore, the consumer rights of housing buyers must continue to be fought for.

METHODS

Legal research is a scientific activity based on certain methods, systematics and thoughts, which aims to study one or several legal phenomena, of course, by analyzing them. This study uses a normative juridical approach, namely research that focuses on discussing secondary data in the form of legal materials, both primary, secondary and tertiary, supported by primary data. The specification of this research is analytical descriptive, which is research that aims to describe the facts accompanied by an accurate analysis of the applicable national and international laws and regulations related to legal theories related to legal development.

Library Review

Consumer Protection

Consumers are every person who uses goods and/or services available in the community, both for the benefit of themselves, their families, other people, and other living creatures and not for trading. Consumer Protection is all efforts that guarantee legal certainty to protect consumers. Business actors and consumers have a legal relationship with each other. This legal relationship is born and creates rights and obligations for each party. In implementing this housing, the legal relationship between business actors and consumers arises because of an agreement. This agreement is a process where each party binds themselves to each other, which is where the agreement becomes law for them.

Article 1 Number 1 Law number 8 of 1999 concerning consumer protection explains consumer protection as all efforts to ensure legal certainty to protect consumers. The sentence that states "all efforts to ensure legal certainty" is a hope to be able to eliminate arbitrary actions that can harm business actors only for the benefit of consumer protection Article 1 number 2 of Law number 8 of 1999 concerning consumer protection provides an understanding of consumers is every person who uses goods or services available in the community, both for the benefit of himself, his family, other people, and other living creatures and is not for trade. Following article 3 of the Consumer Protection Act, the objectives of Consumer Protection are:

1. Increase consumer awareness, ability and independence to protect themselves,
2. Elevating the dignity of consumers by avoiding the negative excesses of the use of goods and/or services,
3. Increasing the empowerment of consumers in choosing, determining and demanding their rights as consumers,
4. Creating a consumer protection system that contains elements of legal certainty and information disclosure as well as access to information,
5. Growing awareness of business actors regarding the importance of consumer protection so that an honest and responsible attitude grows in doing business
6. Improving the quality of goods and/or services that ensure the business continuity of producing goods and/or services, health, comfort, security and safety of consumers.

Consumer Protection Law

The consumer protection law that applies in Indonesia has a legal basis that the government has set. With a definite legal basis, the protection of consumer rights can be carried out with full optimism. The regulation on consumer protection law has been regulated in Law no. 8 of 1999 concerning Consumer Protection. Based on Article 1 point 1 UUPK, it is stated that consumer protection is all efforts that guarantee legal certainty to protect consumers. Legal certainty to protect consumers in the form of protection of consumer rights, which is strengthened through special laws, gives hope that business actors do not act arbitrarily, which always harms consumer rights.

The purpose of the law is to realize justice, benefit, and legal certainty. In realizing justice, Adam Smith gave birth to the doctrine of justice, which states, "the end of the justice to secure from the injury. According to G.W. Paton, the rights granted by law do not only contain elements of protection and interests but also elements of will. The legal theory aims to explain legal values and postulates to the deepest philosophical foundations. Law is essentially abstract, but it can be concrete in its manifestation. A legal provision can be considered good if the consequences resulting from its application are goodness, maximum happiness and reduced suffering. , in people's lives.

Az. Nasution argues that consumer protection law is part of consumer law which contains principles or rules that regulate and contain properties that protect the interests of consumers, while consumer law is a law that regulates relationships and problems between various parties related to goods. Or consumer services in social life.

However, some argue that consumer protection law is part of consumer law. We can see that consumer law has a wider scale because consumer law covers various legal aspects in which there are interests of consumers, and one part of this consumer law is the aspect of protection, for example, how to defend consumer rights against interference from other parties.

Definition of Wanprestasi

Default comes from the Dutch language "wanprestie", which means the non-fulfillment of the achievements or obligations that have been set for certain parties in an engagement, whether an engagement born of an agreement or an engagement arising out of the law. Generally, all forms of agreement end with execution, and that's how it should be. It means that the parties fulfill the agreement to be carried out based on the conditions stated in the agreement. Fulfillment of agreements or things that must be carried out is called achievement; with the performance of an achievement, the obligations of the parties end. On the other hand, if a debtor does not do it, he is said to be in default.

The general understanding of default is the implementation of obligations that are not timely or carried out inappropriately. Default is the implementation of the agreement that is not timely, carried out inappropriately, or not implemented. As for what is meant by default is a condition due to negligence or error; the debtor cannot fulfill the achievements as specified in the agreement and is not in a state of coercion, with the debtor. Default or non-fulfillment of promises can occur either intentionally or unintentionally.

According to Wirjono Prodjodikoro, said that a default is the absence of an achievement in contract law, meaning something that must be carried out as part of an agreement. Perhaps in Indonesia, the term "promises are carried out for achievement, and the lack of implementation is a promise for the default". Mariam Darus Badrulzaman said that if the debtor "because of his fault" did not carry out what was agreed upon, then the debtor was in default or breached the contract. The word because of his fault is very important, because the debtor does not carry out the agreed performance at all, not because of his fault. Default (or breaking promises) is closely related to the existence of a relationship or agreement between the parties. Both the engagement is based on an agreement in accordance with Article 1338 of the Civil Code to Article 1431 of the Civil Code and agreements originating from the law as regulated in Article 1352 of the Civil Code to Article 1380 of the Civil Code. Regarding the meaning of default, according to Ahmadi Miru, default can be in the form of actions:

1. does not meet achievement at all
2. What is done is not perfect
3. late to meet the achievement,
4. do what the agreement is forbidden to do

Default has a very close relationship with subpoena. Somasi itself is a translation of ingerbrekestelling. The summons is regulated in Article 1238 of the Civil Code and Article 1243 of the Civil Code. In general, a default occurs, i.e., a new default occurs if the debtor is declared to have failed to fulfill his performance, or in other words, a default exists if the debtor cannot prove that he has committed the default beyond his fault or due to coercive circumstances. For example, suppose a grace period is not determined in implementing the fulfillment of achievements. In that case, a creditor is deemed necessary to warn or reprimand the debtor for fulfilling his obligations. This warning is called a summons.

Default compensation can be claimed according to the law in the form of "Kosten, Schaden en interessen" regulated in Article 1243 of the Civil Code and so on. The losses that can be requested for replacement are not only costs that have actually been incurred (Kosten), or losses that have actually occurred in the debtor's property (Schaden), but also in the form of loss of profit (interest), i.e., the profits that would

have been obtained if the debtor had not negligent (winstderving). Furthermore, the losses that must be compensated include losses that can be predicted and are a direct result of the default, meaning that there is a cause-and-effect relationship between the default and the losses suffered. The Civil Code details the losses (which must be replaced) in three components as follows:

- a) Costs (Kosten) are all expenses or expenses that a party has actually incurred.
- b) Loss (Schaden) is a loss due to damage to the goods belonging to the creditor caused by the negligence of the debtor.
- c) Interest (interest) is a loss in the form of a loss of profit, which has been imagined or calculated by the creditor.

The provision of compensation as a result of default actions of an agreement, can be given in various combinations, including the provision of compensation (in the form of loss, fees and interest), implementation of the agreement without compensation, implementation of the agreement and compensation, cancellation of reciprocal agreements without compensation. Loss, cancellation of reciprocal agreements and compensation.

Law of the Covenant

The provision of compensation as a result of default actions of an agreement, can be given in various combinations, including the provision of compensation (in the form of loss, fees and interest), implementation of the agreement without compensation, implementation of the agreement and compensation, cancellation of reciprocal agreements without compensation. Loss, cancellation of reciprocal agreements and compensation :

- a. This formula is only suitable for unilateral agreements because the word "binding" only comes from one party.
- b. The definition is too broad because it does not mention that binding oneself is limited in the field of property law, so it can also include marriage agreements in the field of family law.
- c. Without mentioning the purpose, it is unclear what the parties are bound to do. So from these shortcomings, it completes the definition of an agreement as an agreement in which two or more people bind themselves to carry out a thing in the field of property law.

The conditions regarding the validity of an agreement have been regulated in Article 1320 of the Civil Code, which states that for the validity of an agreement, 4 (four) conditions are needed, namely (1) agreement between those who bind themselves, (2) the ability to make an engagement, (3) an agreement. Certain things, and (4) a lawful cause. In this regard, R. Subekti grouped it into two, namely subjective conditions for the first and second terms and objective conditions for the third and fourth terms, namely:

1. Subjective Conditions

The subjective terms of the agreement relating to the legal subject or the parties who are bound or who make the agreement. Article 1340 of the Civil Code states that the agreement is only valid between the parties who make it. However, related to the subject or the parties who agree, the Civil Code distinguishes into three groups: parties who entered into the agreement, heirs and those who have rights thereof, and third parties. In an agreement that gives rise to a legal relationship, the subject of the agreement consists of at least two parties occupying different places. One person becomes the creditor, and the other person becomes the debtor. The creditor is the party who has the right to the achievement, while the debtor is the party who is obliged to fulfill the promised performance. To fulfill the legal requirements of an agreement, the parties who bind themselves must agree (toestemming) voluntarily. The parties' agreement is an action or legal action that contains a statement of will between the parties.

Article 1315 of the Civil Code states that a person only agrees for his own benefit (personality principle). Therefore, an agreement only lays down the rights and obligations between the parties who make it. Although, however, there are exceptions based on Article 1317 of the Civil Code, that agreement can also be made for the benefit of third parties with certain conditions. The second subjective requirement is regarding the ability to act on the part of the parties. The ability to act is the ability or ability to carry out legal actions with legal consequences. It means that the parties who agree must be authorized to carry out legal actions, as confirmed in Article 1329 of the Civil Code, which states that each person is authorized to make an engagement unless he is declared incompetent.

2. Objective Terms

The objective terms of the agreement relating to the object of the engagement. The object of the engagement is everything that has been agreed upon by the two parties concerned, which is called the achievement (principal of the agreement). In this case, the achievement is something that is the obligation of the debtor and what is the right of the creditor. The first objective requirement requires an achievement to be determined or about a certain thing (certainty). In agreeing, the rights and obligations of the parties must be determined so that they can be implemented. In this case, the principle of the agreement can be in the form of goods or services. The type of goods intended in the agreement must at least be determined. The second objective requirement, namely a lawful cause, relates to the contents of the agreement itself, whether the agreement is contrary to law, public order and morality or not.

RESULT AND DISCUSSION

Role and Perspective of Law No. 8 of 1999 Against Violations of Housing Consumer Rights

Humans need needs to fulfill their lives to be said to be worthy. One of the most important human needs is the need for housing, and at this time, very many developers are starting to build housing, flats or apartments. In addition, many developers/developers started to market these units even before the building was completed. The Indonesian Consumers Foundation (YLKI) stated that the potential for housing crimes that harm consumers has been quite high in the last five years. There are many cases where consumers are criminalized; at least, there are several types of violations often experienced by consumers categorized as criminal.

First, many developers sell plots without buildings. Even though this is a clear violation, "What's the difference between developers and land speculators if they only sell plots," according to YLKI. Second, what often happens is that consumers buy houses without any licensing documents. Third, the consumer has paid off the house, but there is no proof of ownership because there has been no certificate resolution, and some have even disbanded the developer. Fourth, what often happens is the realization of social facilities and public facilities that are not as promised. For example, the brochure says there are educational facilities, but it is only land in reality. It violates Article 8 of the Consumer Protection Act. Developers can also change unilaterally. At first, it was said that they would build a fishing pond in a residential area, but apparently, the land was sold, and a new house was built.

In addition, many notaries are willing to make a deed of sale and purchase of land and buildings, even though the house has not been built. This deed was made as a condition so that consumers can apply for a People's Housing Credit (KPR) to the bank. This method will actually harm consumers. Consumers will have to repay the mortgage, but the house does not exist. If you stop, the bank will impose a penalty. Ironically, although it is classified as a crime, no legal action has been taken by the Police regarding this matter. The police also often give different treatment. If the consumer reports there is no follow-up, but if the developer, the response is faster. Enactment of Law No. 8 of 1999 is indeed a manifestation of the absorption of various aspirations that fight for the fate of consumers. However, this does not guarantee

success in its implementation. Law No. 8 of 1999 concerning Consumer Protection in Article 8 paragraph (1) contains regulations that can protect consumers from various violations of business actors.

Unbalanced Home Buying and Selling Agreement

In the context of the relationship between business actors and consumers, of course, there is a form of agreement that is often offered by business actors, namely a standard agreement, which has a standard form. The standard agreement, namely an agreement that contains a standard clause or an exoneration clause; a clause containing the exemption or limitation of liability on the part of the business actor. In principle, Law no. 8 of 1999 does not prohibit agreements containing standard clauses, as long and as long as the standard clauses do not include provisions as prohibited in Article 18 paragraph (1). Contract law has an open nature. According to Subekti, namely "to give the widest possible freedom to the community to enter into agreements containing anything, as long as it does not violate public order and decency".

Hundreds of alleged fraud victims in the Quranic Residence housing, in Kemang, Bogor Regency, demanded their money be returned immediately. The demands were submitted after they felt they had been cheated by PT Alfatih Bangun Indonesia, as the developer of the housing under the guise of sharia. One of the victims, Taufik, said that he had experienced the alleged fraud case two years ago. At that time, Taufik admitted that he had deposited Rp 81 million to buy a plot of land in the housing estate. However, until now, he has not got the promised house. The legal basis that can be used as a benchmark for house construction is the Regulation of the Minister of Public Works Number 29/PRT/M/2006 concerning Guidelines for Technical Requirements for Buildings. In Article 1 point 1 Regulation of the Minister of Public Works 29/PRT/M/2006, what is meant by a building is a physical form of construction work that is integrated with its domicile, partly or wholly located above or in the land or water that functions as a place for humans. Carry out its activities, both for housing or residence, religious activities, business activities, socio-cultural activities, and special activities. It can be said that PT Alfatih Bangun, Indonesia, from the start, has violated the above laws. The victims' losses have reached 12 billion, and until now, the building that the developer promised has not yet appeared. It clearly violates the original agreement so that consumers demand a refund.

Based on Article 19 of Law No. 8 of 1999 concerning Consumer Protection. The developer should have :

1. is responsible for providing compensation or damage, pollution, and/or consumer losses due to consumer goods and/or services produced or traded.
2. The compensation as referred to in paragraph (1) may be in the form of a refund or replacement of money and/or services of a similar or equivalent value, or health care and/or assistance following the provisions of the prevailing laws and regulations.
3. Payment of compensation is carried out within a grace period (7) seven days after the transaction date.
4. As referred to in paragraphs (1) and (2), the provision of compensation does not eliminate the possibility of criminal prosecution based on further evidence regarding the existence of an element of error.
5. The provisions as referred to in paragraphs (1) and (2) shall not apply if the business actor can prove that the error is the consumer's fault.

Suppose the developer has promised, but it is not built, or the criteria, specifications, requirements, infrastructure, facilities, and public utilities are not appropriate. In that case, they can be subject to administrative sanctions, which can be in the form of as stated in Article 150 paragraph (2) of Law 1/2011. In addition, the developer concerned can also be criminally charged under Article 151 of Law 1/2011, which reads as follows:

1. Everyone who organizes housing construction, who does not build housing following the agreed criteria, specifications, requirements, infrastructure, facilities, and public utilities as referred to in Article 134, shall be subject to a maximum fine of Rp. 5,000,000,000.00 (five billion rupiah).
2. In addition to the punishment as referred to in paragraph (1), the perpetrator may be sentenced to additional punishment in the form of rebuilding housing following the agreed criteria, specifications, requirements, infrastructure, facilities, and public utilities.

In principle, residents of a housing complex, either a cluster or a townhouse, are consumers or end-users of a product or service. Therefore, it is protected by the Consumer Protection Act. However, the house certificate does not come out from the facilities that are not following the offer brochure to pay off the installments. In addition, there are still many developers who do not provide public facilities (Fasum) and social facilities (Fasos) according to the rules. The threat for developers who do not fulfill their obligations to build public and social facilities is a fine of up to Rp. 2 billion or imprisonment for five years. The ratio between the area of facilities and housing is around 40 to 60. However, the ratio or percentage depends on the size of the housing complex being built. For small housing with an area of less than 5,000 m², the land for social facilities can be 20 percent or 30 percent. Mostly used for roads, drainage, culverts, and open land.

Responsibility of the Developer Who Defaulted on the Housing Sale and Purchase Agreement

The Civil Code has specifically regulated Article 1457 concerning buying and selling, which states that buying and selling is an agreement in which one party binds himself to deliver an object and the other party pays the promised price. Because buying and selling is an agreement, the legal principle that applies in an agreement is freedom of contract (*pacta sunt servanda*) which is regulated in Article 1338 paragraph (1) of the Civil Code which reads, "All agreements made legally valid as law for them. who made it." Thus, everything that the seller and buyer have agreed upon in a valid sale and purchase agreement according to Article 1320 of the Civil Code (there is an agreement, the ability of the parties to agree, a certain matter and a lawful cause) will bind the parties to obey and comply with the clauses in the agreement. Furthermore, both parties are charged with rights and obligations in a buying and selling relationship, as regulated in 1473-1512 of the Civil Code for sellers and articles 1513-1518 of the Civil Code for buyers.

Default committed by this developer has legal consequences for the developer himself, namely the legal responsibility for what he has done. Responsibility is the obligation to bear everything; if anything happens, it can be sued, blamed, and sued. In the legal dictionary, responsibility is a must for someone to carry out what has been required of him. In civil law, the responsibility of the party who defaults is manifested in the form of providing compensation to the injured party, as Moegni Djojodirjo's opinion that compensation in civil law can arise due to default as a result of an agreement.

In Article 1239 and Article 1243 of the Civil Code, it is stated that losses (which must be replaced) include three components, namely Costs (which have been incurred), Loss (losses suffered), and Interest (expected gains or interest). Furthermore, compensation given to consumers due to the mistakes of business actors is also regulated in Article 10 of Law Number 8 of 1999 concerning Consumer Protection, which reads:

1. Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses resulting from using goods produced or traded.

2. Compensation can be in the form of refunds or replacement of goods and/or services of similar or equivalent value, health care or compensation following the provisions of the applicable law.
3. Compensation is given within 7 days after the transaction date.
4. The provision of compensation in paragraphs 1 and 2 does not rule out the possibility of criminal charges based on further evidence.
5. The provisions as referred to in paragraphs 1 and 2 shall not apply if the business actor can prove that the error is the consumer's fault.

The seller's main obligation is to deliver the goods and bear them. The seller's obligation to bear or guarantee enjoyment, peace, or a sense of security is meant by a bear here. According to R. Subekti, the obligation to bear peace means that the seller is obliged to guarantee that the buyer will not be disturbed by other people in terms of wearing or using the goods he bought. For this obligation, the seller is responsible for all claims of third parties relating to the goods he sells.

The forms of default that occur in the implementation of the preliminary home purchase agreement between the developer (developer) and the consumer (buyer) are as follows :

1. Late payment of home purchase installments
2. Cancellation of home purchase
3. Delay in completion of house construction

Various kinds of parties do not fulfill their achievements even though they have previously agreed to be carried out. The types of default are as follows :

1. Default in the form of not meeting performance
2. Default in the form of being late in fulfilling achievements
3. Default in the form of imperfect fulfillment of achievement
4. Default does something that the agreement cannot do.

As stated in Article 19 paragraph (1), business actors are obliged to be responsible for providing compensation to consumers who are harmed here. What is meant here is the developer who does not build public facilities in his housing project. Based on paragraph (2) of Article 19, the compensation as referred to in paragraph (1) can be in the form of a refund and in this case, several fines can also be imposed on the developer who is considered negligent in not building public facilities in his housing development project. The provision of compensation and a fine does not eliminate the possibility of criminal prosecution based on further evidence of an element of wrongdoing. Talking about responsibility, it cannot be separated from the principles of responsibility, because the principle of responsibility is a very important matter in consumer protection; caution is needed in analyzing who should be responsible for the burden of the parties - related parties.

CONCLUSION

Hundreds of alleged fraud victims in the Quranic Residence housing, in Kemang, Bogor Regency, demanded their money be returned immediately. Losses suffered by the victims reached 12 billion. The demands were submitted after they felt they had been cheated by PT Alfatih Bangun Indonesia, as the developer of the housing under the guise of sharia. PT Alfatih Bangun Indonesia has defaulted on its consumers and neglected its responsibilities according to 1473-1512 of the Civil Code for sellers and articles 1513-1518 of the Civil Code for buyers. Therefore, this developer must be immediately responsible following Article 150 paragraph (2) of Law 1/2011. In addition, the developer concerned can also be criminally charged under Article 151 of Law 1/2011 and provide compensation to consumers due to the fault of business actors in accordance with Article 10 of Law Number 8 of 1999 concerning Consumer Protection.

REFERENCES

- Wijaya, Y. N. (2014). Perlindungan Hukum Bagi Konsumen Atas Wanprestasi dari Pengembang. CALYPTRA, 3(1), 1-11.

- Shafira, R., & Saly, J. N. (2019). Perlindungan Hukum Bagi Pembeli Rumah Umum Dari Perbuatan Wanprestasi Oleh Developer/Pengembang Sesuai Dengan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen. *Jurnal Hukum Adigama*, 2(1), 913-937.
- Salim, N., & Pandamdari, E. (2019). Tanggung Jawab Developer Terhadap Konsumen Akibat Wanprestasi Dalam Penyerahan Unit Apartemen Pluit Sea View Berdasarkan Perjanjian Pengikatan Jual beli. *Jurnal Hukum Adigama*, 2(2), 1310-1334.
- Arifin, J. (2019). Perlindungan Konsumen Atas Wanprestasi Developer Terhadap Bangunan Kpr Berdasarkan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen. *Yustitia*, 5(2), 226-241.
- Napitupulu, A. Y. (2021). Analisis Yuridis Perlindungan Konsumen Perumahan Akibat Terjadinya Wanprestasi Perjanjian Pengikatan Jual Beli Antara Developer Dengan Konsumen (Studi Putusan Nomor 20/Pdt. GS/2020/PN. Btm).
- Atsar, A., & Apriani, R. (2019). Buku Ajar Hukum Perlindungan Konsumen. Deepublish.
- Hamid, A. H., & SH, M. (2017). *Hukum Perlindungan Konsumen Indonesia* (Vol. 1). SAH MEDIA.
- Adati, M. A. (2018). Wanprestasi Dalam Perjanjian Yang Dapat Di Pidana Menurut Pasal 378 Kitab Undang-Undang Hukum Pidana. *Lex Privatum*, 6(4).
- Pangaribuan, T. (2019). Permasalahan Penerapan Klausula Pembatasan Pertanggungjawaban dalam Perjanjian Terkait Hak Menuntut Ganti Kerugian Akibat Wanprestasi. *Jurnal Hukum & Pembangunan*, 49(2), 443-454.